

**UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA**

LAMONT TARKINGTON,

Plaintiff,

v.

**COUNTY OF LOS ANGELES; LOS
ANGELES COUNTY SHERIFF'S
DEPARTMENT; LOS ANGELES
COUNTY SHERIFF JIM
MCDONNELL; LAUREN BROWN;
JAMES MURREN; DONALD YOUNG;
LAWRENCE BEACH ALLEN & CHOI
PC; and DOES 1-10,**

Defendants.

Case No.: CV 18-07636-CJC(JC_x)

**ORDER DENYING PLAINTIFF'S EX
PARTE APPLICATION TO ENFORCE
SETTLEMENT AGREEMENT [Dkt.
153]**

In August 2018, Plaintiff Lamont Tarkington filed this civil rights action against Defendants County of Los Angeles, Los Angeles County Sheriff's Department, Los Angeles County Sheriff Jim McDonnell, Sheriff Detectives Lauren Brown and James

1 Murren, Sheriff Sergeant Donald Young, the law firm of Lawrence Beach Allen & Choi,
2 and unnamed Does. (Dkt. 1 [Complaint, hereinafter “Compl.”].) Plaintiff generally
3 alleges that Defendants conspired to fabricate evidence, proffer false testimony, and
4 wrongfully prosecute Plaintiff in conjunction with a December 14, 2005 robbery of a
5 Bank of America in Palmdale, California. (*Id.*)

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7 On December 3, 2019, the parties agreed to settle the case. (Dkt. 153 [Plaintiff’s
8 Ex Parte Application, hereinafter “App.”] at 2). The settlement agreement was
9 conditioned upon approval by the Board of Supervisors of the County of Los Angeles
10 (the “Board”), which approved the settlement on August 4, 2020. (App. at 1–2). About
11 two weeks after the Board’s approval, on August 19, Defendants informed Plaintiff that
12 payment would be available within two weeks. (Dkt. 154 [Defendants’ Opposition to
13 Plaintiff’s Application, hereinafter “Opp.”] at 2.) On August 24, Plaintiff inquired about
14 the status of payment and Defendants did not respond. (App. at 2.) Payment has yet to
15 be made, but Defendants maintain that payment will be available within two weeks of
16 August 19, 2020. (Opp. At 2–3.)

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18 Now before the court is Plaintiff’s ex parte application to enforce the settlement
19 agreement. For the following reasons, Plaintiff’s application is **DENIED**.¹

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21 Local Rule 7-19.1 requires an ex parte applicant (a) “to make reasonable, good
22 faith efforts orally to advise counsel for all other parties, if known, of the date and
23 substance of the proposed ex parte application” and (b) “to advise the Court in writing
24 and under oath of efforts to contact other counsel and whether any other counsel, after
25 such advice, opposes the application.” L.R. 7-19.1.

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28 ¹ Having read and considered the papers presented by the parties, the Court finds this matter appropriate
for disposition without a hearing. *See* Fed. R. Civ. P. 78; Local Rule 7-15.

1 Plaintiff has failed to show that he met these requirements. There is no evidence
2 that Plaintiff attempted to advise Defendants' counsel "of the date and substance of the
3 proposed ex parte application." *Id.* Although Plaintiff inquired about the status of
4 Defendants' payment on August 24 and received no response, that inquiry did not inform
5 Defendants' counsel of the date and substance of the proposed application and Plaintiff
6 failed to describe any effort to meet and confer "orally." *Id.* Additionally, Plaintiff has
7 not advised the Court of any attempt to comply with its procedures, which require an ex
8 parte applicant to "serve the opposing party by electronic mail or hand service and []
9 notify the opposing party that any opposition must be filed not later than 24 hours after
10 such electronic mail or hand service." *See* Judge's Procedures, No. 4.²

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12 Furthermore, to justify ex parte relief, "the evidence must show that the moving
13 party's cause will be *irreparably prejudiced* if the underlying motion is heard according
14 to regular noticed motion procedures." *Mission Power Engineering Co v. Continental*
15 *Cas. Co.*, 883 F. Supp. 488, 492 (C.D. Cal. 1995) (emphasis added). Here, Plaintiff is
16 seeking a settlement payment, but "it is well established [] that such monetary injury is
17 not normally considered irreparable." *Los Angeles Mem'l Coliseum Comm'n v. Nat'l*
18 *Football League*, 634 F.2d 1197, 1202 (9th Cir. 1980) (citing *Sampson v. Murray*, 415
19 U.S. 61, 90 (1974)). This is especially true in this case as Defendants maintain that
20 payment will be available the week of August 31. (Opp. at 2–3.)

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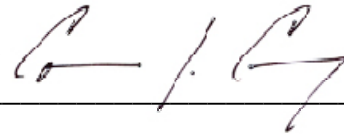
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28 ² Available at <http://www.cacd.uscourts.gov/honorable-cormac-j-carney>.

1 **V. CONCLUSION**

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3 For these reasons, Plaintiff's ex parte application to enforce the settlement
4 agreement is **DENIED**. Plaintiff is free to file a regularly-noticed motion for the relief it
5 seeks.

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7 DATED: August 31, 2020

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9 CORMAC J. CARNEY
10 UNITED STATES DISTRICT JUDGE
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